

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address		FOR COURT USE ONLY	
Anita M. Menegaux 601 Redwing Rd Perkasie, PA 18944  678-472-6554 menegaux3@gmail.com		<div style="text-align: center;"> <b>FILED</b>  JUN 11 2018  TIMOTHY McGRATH, CLERK  DEPT. OF COURTS </div>	
<input checked="" type="checkbox"/> Respondent appearing without attorney <input type="checkbox"/> Attorney for Respondent:			
UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF PENNSYLVANIA - **SELECT DIVISION**			
In re:	CASE NO.: 17-10192 JKF		
Anita M. Menegaux	CHAPTER: 7		
	<b>RESPONSE TO MOTION REGARDING THE AUTOMATIC STAY AND DECLARATION(S) IN SUPPORT</b>		
	DATE: 06/27/2018 TIME: 9:30 am COURTROOM: 3 PLACE: United States Bankruptcy Court, Robert C. Nix Building, 900 Market St, Ste 400, Philadelphia, PA 19107-4299		
Debtor(s).			
<b>Movant:</b> M&T Bank			

**Respondent:** ☒ Debtor ☐ trustee ☐ other:

**NOTE REGARDING FILING AND SERVICE OF RESPONSE, EXHIBITS AND DECLARATIONS:**

A copy of the Response, exhibit(s) and declaration(s) must be served upon:

- (1) Movant's attorney (or Movant, if Movant does not have an attorney);
- (2) the trustee; and
- (3) the judge who presides over this bankruptcy case.

Then the document must be filed with the court.

1. ☐ **NONOPPOSITION**

The Respondent does not oppose the granting of the Motion.

2. ☐ **LIMITED OPPOSITION**

- a. ☐ Respondent opposes the Motion only to the extent that it seeks immediate relief from stay. Respondent requests that no lock out, foreclosure, or repossession take place before (date): \_\_\_\_\_ and the reason for this request is (specify): \_\_\_\_\_
- b. ☐ As set forth in the attached declaration of the Respondent or the Debtor, the motion is opposed only to the extent that it seeks a specific finding that the Debtor was involved in a scheme to hinder, delay or defraud creditors.
- The Debtor:
- (1) ☐ has no knowledge of the Property.
- (2) ☐ has no interest in the Property.
- (3) ☐ has no actual possession of the Property.
- (4) ☐ was not involved in the transfer of the Property.
- c. ☐ Respondent opposes the Motion and will request a continuance of the hearing since there is an application for a loan modification under consideration at this time. Evidence of a pending loan modification is attached as Exhibit \_\_\_\_\_.

3. ☐ **OPPOSITION:** The Respondent opposes granting of the Motion for the reasons set forth below.

- a. ☒ The Motion was not properly served (specify):
- (1) ☒ Not all of the required parties were served.
- (2) ☐ There was insufficient notice of the hearing.
- (3) ☒ An incorrect address for service of the Motion was used for (specify):  
Edmond C. Menegaux resides at 1108 Market St, Perkasio, PA 18944. He surprisingly moved from 601 Redwing Rd shortly after obtaining the mortgage. It was based entirely on his stated business income.
- b. ☒ Respondent disputes the allegations/evidence contained in the Motion and contends as follows:
- (1) ☐ The value of the Property is \$ \_\_\_\_\_, based upon (specify): \_\_\_\_\_
- (2) ☐ Total amount of debt (loans) on the Property is \$ \_\_\_\_\_.
- (3) ☐ More payments have been made to Movant than the Motion accounts for. True and correct copies of canceled checks proving the payments that have been made are attached as Exhibit \_\_\_\_\_.
- (4) ☐ There is a loan modification agreement in effect that lowered the amount of the monthly payments. A true and correct copy of the loan modification agreement is attached as Exhibit \_\_\_\_\_.
- (5) ☐ The Property is necessary for an effective reorganization. Respondent filed or intends to file a plan of reorganization that requires use of the Property. A true and correct copy of the plan is attached as Exhibit \_\_\_\_\_.
- (6) ☐ The Property is fully provided for in the chapter 13 plan and all postpetition plan payments are current. A true and correct copy of the chapter 13 plan is attached as Exhibit \_\_\_\_\_ and proof that the plan payments are current through the chapter 13 trustee is attached as Exhibit \_\_\_\_\_.
- (7) ☐ The Property is insured. Evidence of current insurance is attached as Exhibit \_\_\_\_\_.

(8) ☐ Movant's description of the status of the unlawful detainer proceeding is not accurate.

(9) ☐ Respondent denies that this bankruptcy case was filed in bad faith.

(10) ☐ The Debtor will be prejudiced if the Nonbankruptcy Action is allowed to continue the nonbankruptcy forum.

(11) ☒ Other (*specify*):  
There have been irregularities with the process: two banks involved and numbers altered. Received letter from bank with offer of money for relocation. Waiting for response to proposed terms.

c. ☐ Respondent asserts the following as shown in the declaration(s) filed with this Response:

(1) ☐ The bankruptcy case was converted from chapter \_\_\_\_ to chapter \_\_\_\_.

(2) ☐ All postpetition arrearages will be cured by the hearing date on this motion.

(3) ☐ The Property is fully provided for in the chapter 13 plan and all postpetition plan payments  
☐ are current, or ☐ will be cured by the hearing date on this motion.

(4) ☐ The Debtor has equity in the Property in the amount of \$ \_\_\_\_\_.

(5) ☐ Movant has an equity cushion of \$ \_\_\_\_\_ or \_\_\_\_\_% which is sufficient to provide adequate protection.

(6) ☐ The Property is necessary for an effective reorganization because (*specify*):

(7) ☐ The motion should be denied because (*specify*):

(8) ☐ An optional memorandum of points and authorities is attached in support of this Response.

**4. EVIDENCE TO AUTHENTICATE EXHIBITS AND TO SUPPORT FACTS INSERTED IN THE RESPONSE:**

Attached are the following documents in support of this Response:

☐ Declaration by the Debtor

☐ Declaration by trustee

☐ Declaration by appraiser

☐ Declaration by the Debtor's attorney

☐ Declaration by trustee's attorney


☒ Other (*specify*): letter from bank

Date: 06/08/2018

\_\_\_\_\_  
Printed name of law firm for Respondent (if applicable)

Anita M. Menegaux

\_\_\_\_\_  
Printed name of individual Respondent or attorney for Respondent

  
\_\_\_\_\_  
Signature of individual Respondent or attorney for Respondent

This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

A true and correct copy of the foregoing document entitled: **RESPONSE TO MOTION REGARDING THE AUTOMATIC STAY AND DECLARATION(S) IN SUPPORT** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) \_\_\_\_\_, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (date) 6/8/2018, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Honorable Jean K. Fitzsimon, US Bankruptcy Ct, Robert N.C. Nix Bldg, 900 Market St, Ste 400, Phila PA 19107-4299  
Kevin G. McDonald, KML Law Group, Ste 5000 - BNY Independence Center, 701 Market St, Phila PA 19106  
Bonnie B. Finkel, PO Box 1710, Cherry Hill, NJ 08034

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

6/8/2018      Anita Menegaux  
Date                      Printed Name

  
Signature

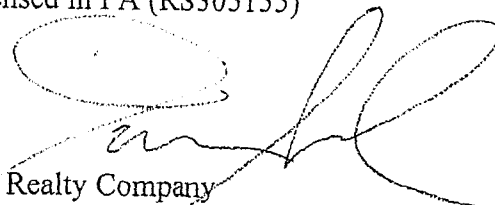


Attention Occupant

As I'm sure you are aware at this point the property you are currently occupying at 601 Redwing Road, Perkasie (Hilltown Township), PA 18944 has been foreclosed on. The current owner, M&T Bank has contracted with me to sell this property. They have authorized me to offer you a relocation Assistance payment if you can agree to move out in a timely manner and leave the house in broom swept condition. This will avoid both sides having to go through the eviction process. Please call me, Darren Samsel, as soon as possible to discuss.

**610-203-0138**

Darren Samsel, Realtor  
Licensed in PA (RS305155)



Alta Realty Company  
196 W Ashland Street  
Suite 104  
Doylestown, PA 18901  
Office 267.308.4550  
Cell 610.203.0138

[dsamsel@buyersproperties.com](mailto:dsamsel@buyersproperties.com)

SUPREME COURT: STATE OF \_\_\_\_  
COUNTY OF \_\_\_\_

M&T Bank Plaintiff,  
vs.

\_\_\_\_\_  
Defendant(s).

CFK STIPULATION

\_\_\_\_ Premises.  
\_\_\_\_\_X

**ALL OCCUPANTS MUST ACCEPT CASH FOR KEYS OR THIS STIPULATION IS NULL AND VOID. THE PREMISES MUST BE COMPLETELY VACANT BY THE AGREED UPON DATE OR NO FUNDS WILL BE PAID AND EVICTION PROCEEDINGS WILL CONTINUE.**

M&T Bank (hereinafter "Plaintiff") by and through its undersigned counsel and \_\_\_\_\_ (hereinafter "Occupant" which may include one or more persons) agree as follows:

1. Occupant consents to the personal jurisdiction of the Court, and waives any and all defenses, counterclaims and setoffs without prejudice for the issuance of a writ of possession. Occupant agrees not to seek any further stays of the writ herein.
2. Occupant consents to an order awarding possession to the Plaintiff, with the issuance of a writ of possession forthwith, and the execution of the writ. THE PLAINTIFF MAY ASK THE COURT FOR A WRIT OF POSSESSION OR OTHER APPLICABLE ORDER WITHOUT FURTHER NOTICE TO OCCUPANT.
3. Occupant and any other persons in possession of the real property located at \_\_\_\_\_ shall vacate and surrender empty, possession of the Premises, broom clean, free of interior and exterior debris and the keys to the Premises to the agent for the Plaintiff, on or before \_\_\_\_\_. The writ of possession shall be stayed through and including the Vacate Date. Occupant agrees not to damage the Premises, and they agree they shall be personally liable for any damage caused by the occupant, those claiming possession through the occupant and/or occupants' invitees. In exchange for the voluntary surrender of the premises by Occupant in accordance with this agreement, Plaintiff agrees to pay Occupant the agreed amount referenced on the Notice to Vacate, which shall be known as the "RELOCATION ASSISTANCE = \$\_\_\_\_\_".
4. Payment of the Relocation Assistance is contingent upon the premises being inspected by Plaintiff's agent on Vacate Date. If the Occupant has returned all keys and left the premises in a broom swept, clean condition, free of interior and external debris, then Plaintiff shall pay the Occupant the full amount of the Relocation Assistance.
5. All personal property is to be removed from the premises in order to receive relocation assistance. If, at time of Plaintiff's agent's inspection, personal property has not been removed, the Plaintiff's agent will not pay any RELOCATION ASSISTANCE = \$\_\_\_\_\_.
6. Any personal property remaining on or after \_\_\_\_ is deemed abandoned by the occupant or defendant and may be disposed of at the will of the plaintiff.
7. In consideration of Occupant vacating and surrendering possession to Plaintiff as provided in paragraph "3" herein, Plaintiff agrees to waive any and all claims for use and occupancy except as otherwise provided herein.
8. Occupant shall provide Plaintiff access to the property to market and/or appraise the Premises at reasonable times, upon 24 hours notice by Plaintiff or its agent or representative. Said notice can be given by telephoning Occupant at \_\_\_\_\_. Failure to provide access, as set forth herein shall be deemed a material default under this agreement.
9. These provisions contained herein shall not create a landlord-tenant relationship between Plaintiff and Occupant. It being agreed that there is no landlord-tenant relationship between the parties hereto. Plaintiff shall not be responsible for providing any services or to make any repairs to the Premises, including, but not limited to, gas, water, and electricity.
10. It is understood that in the event Occupant or any other persons in possession fail to vacate the Premises, as provided herein, denies access to the Premises to Plaintiff, or defaults in any other provision of this agreement, then the Vacate Date shall be deemed accelerated immediately and Occupant and any other persons in possession are subject to immediate eviction. In the event of a default hereunder, the Plaintiff shall be permitted to enforce the Warrant of Eviction/Order of Possession immediately without further application to the court.
11. Occupant, on behalf of themselves and all other Occupants, release all claims against any party and discharge Plaintiff, its agents, attorneys, administrators, successors, and assigns, from all actions, causes of action, suits, debts, claims, covenants, damages, judgments, and demands whatsoever, which the Occupant, his, heirs, executors, administrators, successors and assigns ever had, now have or may hereafter can, shall or may, have for, upon, or by reason of his use and possession of the subject Premises from the beginning of the world through and including the date Occupant actually vacates the Premises.
12. Occupant represents that he has fully read this stipulation and fully understands the rights and obligations set forth hereunder. Occupant has either consulted with an attorney regarding this stipulation, or hereby waives the right to consult with an attorney. Occupant is signing this stipulation and is agreeing to its terms by his own free will and accord, without duress or undue influence. Occupant understands by signing this form, they waive all rights of appeal.
13. TIME IS OF THE ESSENCE with respect to all dates stated herein.
14. A copy of this Stipulation may be filed with this Court without further notice.
15. This stipulation cannot be changed or modified except by written instrument signed by all parties hereto.

Dated:

Signature: \_\_\_\_\_  
Listing Agent print name \_\_\_\_\_

Signature: \_\_\_\_\_  
Occupant print name \_\_\_\_\_

Signature: \_\_\_\_\_  
Occupant print name \_\_\_\_\_

Signature: \_\_\_\_\_  
Occupant print name \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
M&T Bank Official print name \_\_\_\_\_

SUPREME COURT: STATE OF \_\_\_\_  
COUNTY OF \_\_\_\_

-----X

M&T Bank Plaintiff,  
vs.

\_\_\_\_\_  
Defendant(s). FRFK STIPULATION

\_\_\_\_ Premises.

-----X

ALL OCCUPANTS MUST ACCEPT FREE RENT FOR KEYS OR THIS STIPULATION IS NULL AND VOID. THE PREMISES MUST BE COMPLETELY VACANT BY THE AGREED UPON DATE OR EVICTION PROCEEDINGS WILL CONTINUE.

M&T Bank (hereinafter "Plaintiff") by and through its undersigned counsel and \_\_\_\_ (hereinafter "Occupant" which may include one or more persons) agree as follows:

1. Occupant consents to the personal jurisdiction of the Court, and waives any and all defenses, counterclaims and setoffs without prejudice for the issuance of a writ of possession. Occupant agrees not to seek any further stays of the writ herein.
2. Occupant consents to an order awarding possession to the Plaintiff, with the issuance of a writ of possession forthwith, and the execution of the writ. THE PLAINTIFF MAY ASK THE COURT FOR A WRIT OF POSSESSION OR OTHER APPLICABLE ORDER WITHOUT FURTHER NOTICE TO OCCUPANT.
3. Occupant and any other persons in possession of the real property located at \_\_\_\_ shall vacate and surrender empty, possession of the Premises, broom clean, free of interior and exterior debris and the keys to the Premises to the agent for the Plaintiff, on or before \_\_\_\_\_. The writ of possession shall be stayed through and including the Vacate Date. Occupant agrees not to damage the Premises, and they agree they shall be personally liable for any damage caused by the occupant, those claiming possession through the occupant and/or occupants' invitees.
4. Any personal property remaining on or after \_\_\_\_ is deemed abandoned by the occupant or defendant and may be disposed of at the will of the plaintiff.
5. In consideration of Occupant vacating and surrendering possession to Plaintiff as provided in paragraph "3" herein, Plaintiff agrees to waive any and all claims for use and occupancy except as otherwise provided herein.
6. Occupant shall provide Plaintiff access to the property to market and/or appraise the Premises at reasonable times, upon 24 hours notice by Plaintiff or its agent or representative. Said notice can be given by telephoning Occupant at \_\_\_\_\_. Failure to provide access, as set forth herein shall be deemed a material default under this agreement.
7. These provisions contained herein shall not create a landlord-tenant relationship between Plaintiff and Occupant. It being agreed that there is no landlord-tenant relationship between the parties hereto. Plaintiff shall not be responsible for providing any services or to make any repairs to the Premises, including, but not limited to, gas, water, and electricity.
8. It is understood that in the event Occupant or any other persons in possession fail to vacate the Premises, as provided herein, denies access to the Premises to Plaintiff, or defaults in any other provision of this agreement, then the Vacate Date shall be

deemed accelerated immediately and Occupant and any other persons in possession are subject to immediate eviction. In the event of a default hereunder, the Plaintiff shall be permitted to enforce the Warrant of Eviction/Order of Possession immediately without further application to the court.

9. Occupant, on behalf of themselves and all other Occupants, release all claims against any party and discharge Plaintiff, its agents, attorneys, administrators, successors, and assigns, from all actions, causes of action, suits, debts, claims, covenants, damages, judgments, and demands whatsoever, which the Occupant, his, heirs, executors, administrators, successors and assigns ever had, now have or may hereafter can, shall or may, have for, upon, or by reason of his use and possession of the subject Premises from the beginning of the world through and including the date Occupant actually vacates the Premises.
10. Occupant represents that he has fully read this stipulation and fully understands the rights and obligations set forth hereunder. Occupant has either consulted with an attorney regarding this stipulation, or hereby waives the right to consult with an attorney. Occupant is signing this stipulation and is agreeing to its terms by his own free will and accord, without duress or undue influence. Occupant understands by signing this form, they waive all rights of appeal.
11. TIME IS OF THE ESSENCE with respect to all dates stated herein.
12. A copy of this Stipulation may be filed with this Court without further notice.
13. This stipulation cannot be changed or modified except by written instrument signed by all parties hereto.

Dated:

Signature: \_\_\_\_\_

**Listing Agent** print name \_\_\_\_\_

Signature: \_\_\_\_\_

**Occupant** print name \_\_\_\_\_

Signature: \_\_\_\_\_

**Occupant** print name \_\_\_\_\_

Signature: \_\_\_\_\_

**Occupant** print name \_\_\_\_\_

Signature: \_\_\_\_\_

**M&T Bank Official** print name \_\_\_\_\_